



PANCHAYAT SAMITI, BOIPARIGUDA, DISTRICT- KORAPUT

TENDER CALL NOTICE FOR 1. CONSTRUCTION OF BPHU AT BOIPARIGUDA .

2. CONSTRUCTION OF LABOUR ROOM AT PHC BALIGAN .

Name of the Institution: - PANCHAYAT SAMITI, BOIPARIGUDA,
DISTRICT- KORAPUT

Telephone: 06854-245423

E-mail: ori-boipariguda@nic.in

Bid Reference Number:- TENDER-03/2022-23 OF PANCHAYAT
SAMITI, BOIPARIGUDA, DTD.10.10.2022

Date of publication of Tender:- Dt.10.10.2022

Availability of Bid Document in the website: - From Dt.11.10.2022 to Dt. 31.10.2022
(Up to 5.30 P.M.)

Last date and time of receipt of Bid Documents: - Dt.31.10.2022 up to 5.30 P.M.

Date and time of Opening of Tender: - Dt. 1.11.2022 at 4.00 P.M. chamber of the
Block Development Officer, Boipariguda,
District- Koraput

Address for Communication: - Office of the Block Development Officer,
Boipariguda, At/PO/PS- Boipariguda,
District- Koraput, PIN- 764043 (Odisha)


Block Development Officer
Boipariguda, Dist: Koraput
Block Development Officer
Boipariguda



No. 3005/2022

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GOVERNMENT OF ODISHA
PANCHAYATI RAJ DEPARTMENT
PANCHAYAT SAMITI, BOIPARIGUDA

Dated the 10th Oct. 2022.

DETAILED TENDER CALL NOTICE

1. The Block Development Officer, Boipariguda, District- Koraput (Odisha) on behalf of the Governor of Odisha invites percentage rate contract tender in single cover system for the work mentioned at column No-2 of the following table from the eligible class of contractors registered with the State Government and Contractors of equivalent Grades/Class registered with Central Government/ MES/Railways & other State Governments for execution of Civil Works, on production of define proof from the appropriate authority.
BID Identification No. Tender-03/2022-23 of Panchayat Samiti, Boipariguda, Dtd. 10.10.2022

Sl. No	Name of the work with location	Amount put to tender (In Rupees) (Excluding GST)	Amount of EMD to be deposited	Cost of Bid Documents (Non - refundable) (In Rupees)	Duration of Completion	Class of Contractors from which tender is invited
1	2	3	4	5	6	7
1	Const of Block Public Health Unit at Boipariguda	Rs.32,73191/-	No EMD required. But bid security declaration should be furnished by the bidders along with bid document	Rs.6,000/-	9 (Nine) Calendar Months	"C" & "B"
2	Construction of Labour room at Baligan	Rs.20,41559/-		Rs.6,000/-	6 (Six) Calendar Months	"C" & "B"

2. The amount put to tender as per column-3 of the above table are excluding GST.
3. Interested bidders have to download the bid documents consisting of plans, specifications, schedule of quantities and a set of terms and conditions of contract and other necessary documents from the website www.koraput.nic.in. The bid documents will not be sold in the office of the Block Development Officer, Boipariguda. The bid documents will only be downloaded from the above website. While submitting bid documents, bidders are required to mention "DOWNLOADED FROM WEBSITE" on the top right corner of the bid document. The bidders are required to enclose with the bid document a Demand Draft of appropriate value as per column-5 from any nationalized bank drawn in favour of "Block Development Officer, Boipariguda payable at Boipariguda" towards the cost of tender paper, which is non-refundable.
4. No EMD is required to be deposited. But "Bid Security Declaration" in lieu of bid security/EMD should be furnished by the bidders with bid documents as per Annexure-III of the DTCN.
5. The successful bidder, whose tender is accepted is required to deposit at the time of acceptance of tender two percent of the estimated cost towards EMD & ISD in shape of a separate Demand Draft/NSC/KVP/TDR/STDR/ Post Office Saving Bank Account/Post Office Term Deposit/Term Deposit from any Nationalized Bank duly pledged in favour of the "Block Development Officer, Boipariguda, District- Koraput".
6. The Bidders are required to submit Bid Security Declaration, No Relation Certificate & attested copies of valid Contractor Registration Certificate, PAN Card, GST Registration Certificate, GST/VAT Clearance Certificate, up-to-date GST return, up-to-date Income Tax return, Past Performance Certificate (if any); otherwise his/her bid shall be declared as non-responsive and thus will be liable for rejection.
7. For a particular work a bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular work will be liable for rejection of all such tenders.
8. The Bid documents will be available in the website www.koraput.nic.in from dt.25.07.2022 and the last date and time of availability of bid document in the website is on dt.31.10.2022 up to 5.30 PM.


10/10/22
Block Development Officer
Boipariguda, Dist: Koraput

9. Bid documents will be received during office hour up to 5.30 P.M. on dt.31.10.2022 except Sunday and Public holidays in the office of the Block Development Officer, Boipariguda through **Registered Post or Speed Post only**. Receipt of bid documents after **5.30 P.M. on dt.31.10.2022** will not be entertained. The undersigned is not responsible for any postal delay.
10. The bid will be opened on **dt.1.11.2022 at 4.00 P.M.** in the office chamber of the Block Development Officer, Boipariguda in presence of the bidders or their authorized representatives who wish to attend. If the office happens to be close on the day of receipt and opening of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
11. The bidders shall furnish an affidavit at the time of submission of bid, about the authentication of the tender documents including Contractor Registration Certificate, PAN Card, GST Registration Certificate, valid GST/VAT Clearance Certificate, up-to-date GST return, up-to-date Income Tax return, Past Performance Certificate (if any) and Security Deposit etc.; failing which the bid shall be considered as non-responsive and thus will be liable for rejection.
12. The authority reserves the right to reject any or all the bids without assigning any reason thereof. Other details can be seen in the bidding documents.
13. The Contractors are submit all the document as per check list is mandatory .


Block Development Officer
Block Development Officer
Boipariguda, Dist: Koraput
Boipariguda



Schedule XIV - Form No. 81

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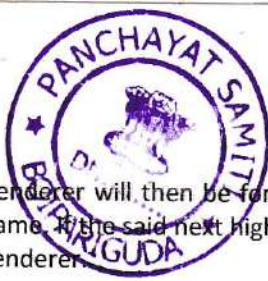
ODISHA PUBLIC WORKS DEPARTMENT
(FORM F-2)
PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS
GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF
CONTRACTORS

1. All the work proposed for execution by contract will be notified in a form of invitation to tender pasted on board hung up in the office and signed by the Block Development Officer (herein after called B.D.O.).
This notice will state the work to be carried out, the items and approximate quantities thereof as well as the date of submitting and opening tenders also the amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any to be deducted from bills. Copies of the specifications, designs, drawings and any other documents required in connection with the submission of tender signed for the purpose of identification by the Block Development Officer shall also be kept open for inspection by the contractor at the office of the Block Development Officer during office hours.
2. In the event of the tender being submitted by a firm it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so.
3. Receipts for payment made on accounts of works, when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. The memorandum of work tendered for and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the office of the Sub-Divisional Officer/Executive Engineer before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.
5. No EMD required. But bid security declaration should be furnished by the bidders along with bid document.
6. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Incomplete tender and tenders which purpose any alternation in the work specified in the said form of invitation to tender or which contain any other condition of any sort or omit to note the time within which the work can be finished, but contractors who wish to tender for two or more works shall submit a separate tender for such. Tender shall bear the name of the work to which they refer should be written outside the envelope. No single tender shall include more than one work. Cash deposits for earnest money hereinbefore mentioned shall be made in Government treasuries and the challan thereof should be enclosed with the tender.
7. The B.D.O. or his duly authorized assistant will open the tenders in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders in a comparative statement in a suitable form.
8. The B.D.O. shall have the right of rejecting all or any of the tenders without assigning any reason thereof.
9. In the event of a tender being selected for acceptance, the B.D.O. who opened the tenders will, if he is competent to accept the tender, inform the tenderer of the selected tender who shall there upon sign copies of the specification and other documents with the tender. The tenderer of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time the B.D.O. may reject the tender.

If the B.D.O. is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to recommended for acceptance. Such tender shall thereupon sign forthwith copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the specification and other documents signed by

Contractor

Block Development Officer, Belpariguda
Block Development Officer
Belpariguda, Dist: Koraput



the tenderer will then be forwarded for acceptance to the next higher authority, who is competent to accept the same. If the said next higher authority rejects the tender the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance, the tenderer shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Block Development officer. Government securities may be endorsed to the Block Development Officer in lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

Those contractors who have made fixed deposit need not furnish earnest money or initial security deposit, but only 5% will be deducted from their bills, towards security deposit. Such of these contractors belonging to 'A' & 'B' category of P.W.D. who do not pay the lump sum security should pay 1% earnest money at the time of submitting tender and 1% as initial security deposit at the time of acceptance of tender and 5% will be deducted from the bills thus making total 7% of such contractor.

11. Irrespective of contractors category belonging to 'C' & 'D' of P.W.D., they should pay 1% earnest money at the time of submitting tender and 1% as initial security deposit at the time of acceptance of tender and 3% as deductions from their bills thus making total security deposit 5% of such contractor.

11. When tender has been selected for acceptance and the required amount of the security money has been deposited, the Block Development Officer shall scrutinize all pages of the form of item, Rate Tendered and Contract for works to see that the form has been properly filled up and signed by the contractor and the witnesses. He shall then, if he is competent to accept the tender, sign the acceptance of the tenders or if he is not so competent to, shall send the form for signature of the acceptance of the officer competent to accept it.


Block Development Officer
Boipariguda, Dist: Koraput

Contractor

Block Development Officer, Boipariguda



DETAILED TENDER CALL NOTICE
(ENCLOSED SEPARATELY)

1. ~~PRELIMINARY~~

Sealed tender in conformity with Detailed Tender Call Notice (DTCN) for the following work is invited by the Block Development Officer, Boipariguda, District- Koraput (Odisha) on behalf of the Governor of Odisha.

BID Identification No. Tender-03/2021-22 of Panchayat Samiti, Boipariguda, Dtd. 22.7.2022

Sl. No	Name of the work with location	Amount put to tender (In Rupees) (Excluding GST)	Amount of EMD to be deposited	Cost of Bid Documents (Non-refundable) (In Rupees)	Duration of Completion	Class of Contractors from which tender is invited
1	2	3	4	5	6	7
1	Const of Block Public Health Unit at Boipariguda	Rs.32,73,191/-	No EMD required. But bid security declaration should be furnished by the bidders along with bid document	Rs.6,000/-	9 (Nine) Calendar Months	"C" & "B"
2	Construction of Labour room at Baligan	Rs.20,41,559/-		Rs.6,000/-	6 (Six) Calendar Months	"C" & "B"

2. TO BE EVENTUALLY DRAWN F₂ CONTRACT

- Only the contractors registered with the Government of Odisha in the classes mentioned above and are in possession of valid certificate of registration valid ITCC and STCC are eligible to tender for the work.
- The tender documents will be made available for download in the website www.koraput.nic.in from dt.11.10.2022 up to 5.30 PM on dt.31.10.2022. The tender document/bid document will not be sold in the office of the Block Development Officer, Boipariguda. The bid documents will only be downloaded from the above website. While submitting bid documents in sealed cove, bidders are required to mention "DOWNLOADED FROM WEBSITE" on the top right corner of the bid document. The bidders are required to enclose with the bid document a Demand Draft of appropriate amount as per column-5 against the particular work of any nationalized bank drawn in favour of Block Development Officer, Boipariguda payable at Boipariguda towards the cost of tender paper, which is non-refundable. Tender documents shall be accompanied by cost of tender paper mentioned above, Bid Security declaration along with valid Contractor Registration Certificate, PAN Card, GST Registration Certificate, VAT/GST Clearance Certificate, up-to-date GST return, up-to-date Income Tax return, Past Performance Certificate (if any), etc. In case of non-submission of the required documents, tender document will be liable for rejection.
- The tender shall be valid for a period of 90 days from the date of receipt of tender unless extended by mutual agreement.
- The bid document will be received at the office of the Block Development Officer, Boipariguda, District-Koraput, Odisha up to 5.30 P.M. on dt.31.10.2022 by Registered Post/Speed Post only. The tender received late on account of any reason whatsoever will be rejected. The undersigned is not responsible for any postal delay.
- The tenders will be opened by the Block Development Officer, Boipariguda, District-Koraput, Odisha or his authorized representative on dt.1.11.2022 at 4.00 P.M. in the office chamber of the Block Development Officer, Boipariguda in the presence of the tenderer or their duly authorized representative.
- The authority reserves the right to reject/cancel any or all tenders without assigning reasons thereof.
- Other details can be seen in the tender documents or can be had from office of the Block Development Officer, Boipariguda during office hours.
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Contractor


Block Development Officer
Boipariguda, Dist. Koraput

**3. APPLICATION**

It is hereby expressly provided that these condition mentioned in this detailed tender call notice shall also be form part of the contract (to be drawn for the aforesaid work)

4. SPECIAL ATTENTION

1. Conditional tender /or tenders containing the indefinite condition such as at estimated rate/ schedule rate/ percentage basis or in any other incomplete form or / tenders containing any deviation from contractual terms and conditions / specifications, or detail call notice or other requirements / and tender which is not in the prescribed performs shall be considered as not responsive and shall be rejected.
2. The tenderer is not permitted to submit the tender in his own manuscript form.
3. All signatures and writings shall be in ink. All corrections over writings shall be initialed.
4. Contractors who purchase tender schedule but failed to submit in time along with required amount of pledges EMD shall be debarred from purchase of tender schedule for one subsequent tender.
5. The authority reserves the right to reject/ cancel any or all tenders without assigning reasons thereof.

5. EARNEST MONEY

As per Office Memorandum No. 5984/W, dtd. 27.04.2021 of Government of Odisha, Works Department, there is no need to deposit bid security/EMD along with the bid document. However, bidders should furnish/submit "**Bid Security Declaration**" as per Annexure- III of the DTCN in lieu of bid security/EMD. Successful bidders are required to deposit bid security/EMD at the rate of one percent of the amount put to tender towards bid security/EMD in shape of a separate Demand Draft/NSC/KVP/TDR/STDR/ Post Office Saving Bank Account/Post Office Term Deposit/Term Deposit from any Nationalized Bank duly pledged in favour of the "**Block Development Officer, Boipariguda, District- Koraput**".

6. TIME OF COMPLETION

The works are to be completed as per column-6 of the DTCN.

7. PLANS, SPECIFICATIONS & ADDITIONAL INFORMATIONS

The plans, specifications, F-2Form etc. for the work can be seen in the office of Block Development Officer, Boipariguda during the office hours on working days as well as from the website www.koraput.nic.in. The Block Development Officer, Boipariguda may be contacted for any further information.

8. RATE

The rates quoted should be for finished items or work unless otherwise mentioned in the tender schedule and shall remain valid for a period of ninety days from the date of receipt of tender. The units and rates in the tender should be written both in words and figures. In case of any discrepancy the units and rates written in words shall prevail.

The rates quoted will cover (i) cost of materials, supplies, labour (ii) carriage of all materials from source of quarries to proper work site (stacking where necessary). Work site to mixing platform and then to proper work, with all leads, lifts and delifts (iii) rehandling (iv) Royalty and all taxes (v) curing water required for construction and curing (vi) plants, tools, machineries, implements, ladders, gangway, scaffolding (vii) Labour and materials required for setting out works, construction and maintenance of reference pillars (viii) Construction of storage sheds, labour sheds, providing labour amenities watch and ward of materials (ix) fencing and light for protection (x) protection work (xi) providing block outs and all other contingencies (xii) over head charges, sundries, and all other contingent and incidental charges. The tenderer shall also be deemed to have quoted the rates after having carefully examined the detailed call notice, tender documents, special conditions, and/or Additional conditional, F-2 Agreement, detailed drawings specifications, visited the site of work and its surroundings, visited the quarries, approach roads and quarries assessed all requirements needed for execution of the works made an inventory of such information as to risks, contingencies, arrangements, and other circumstances which would influence or effect his rate and tender for satisfactory completion of work. The tenderer shall be entitled / responsible for the efficiency of rates quoted or negotiated rates offered due to negotiation thereafter should be noted that the above operations are not exhausted and omissions of any such items required for delivering finished item of work and completion of work shall be a plea by the contractor that some items are not covered by the rates quoted or negotiated thereafter by him. He should also be noted that the contractor is not entitled to any claim / any compensation or losses for making any such aforesaid arrangements to execute the work due to stoppage of work or close of work or decrease of quantity in any item in the work for whatever reason later found in the tender box intimating modification to the tender already submitted will not be considered.

Contractor


Block Development Officer
Boipariguda, Dist: Koraput
Block Development Officer, Boipariguda



9. CAPABILITY OF TENDER

Details of plants and machineries proposed to be used in the work with period details of technical and supervising personal proposed to be engaged in the work past, full information in the capacity financial resources and experience are to be furnished clearly by the tenderer.

10. TAXES, ROYALTY, CLEARANCE CERTIFICATE & LICENCE ETC

It is hereby expressly provided that the contractor shall bear all taxes of royalties, income tax, sales tax, fair weather charges, tollgate fees, all local taxes including enhancements thereafter during execution.

The tender will not be considered unless the tenderer encloses up to date certificate copy of the income tax, sales tax clearance certificate and contractor's license along with the tender and shall have to produce the originals as and when so required.

11. DEVIATION OF QUANTITY, EXTRA ITEMS & MODIFICATIONS

Right is reserved to make such increase or decrease in the quantity or items of work mentioned in the schedule as may be considered necessary satisfactory completion of the work and such increase or decrease to be made in writing by Block Development Officer to the contractor or his agent shall neither in any way invalidate the contractor nor rates nor the contractor shall be entitled to get any compensation on this account. But extension of time shall be considered, if necessary on the application of the contractor.

It should be clearly understood that no claim whatsoever will be entertained as regards to extra item of work or extra quantities of any item besides those provided in the agreement if executed without written order of Block Development Officer. The rate should be settled in writing before such additional or extra quantity of work is taken up. The contractor shall at his own cost watch the day to day up to date quantity of work executed and intimate in writing additional work necessary well in advance and take up such additional works or extra items of work only after receipt or written approval of Block Development Officer.

The written authority given by the Block Development Officer for any modification or alternation or addition or to the work are to be measured and valued and added to or deducted from the amount of the contract as the case may be at rates from the contractor rate in force at the time when the particular item of work was commenced. In those cases in which rates do not exist the PD, DRDA will fix the rate which is final and binding on the contractor.

12. ALLOTMENT OF WORK TO OTHER AGENCY & SUB LETTING

The work may be split up and distributed among several contractors if considered necessary on the emergent of the circumstances of the work and the contractor is not entitled to any compensation on this account.

13. NO RELATIONSHIP CERTIFICATE

The contractor shall have to furnish a certificate along with the tender to the effect that he/she is not related to any officer of rank of Asst. Engineer and above engaged in the work and any officer of rank of Asst. Secretary or above of P.R. & D.W. Department.

14. DAMAGES TO PROPERTY

In case of any damage to Government property or public property or any private property due to negligence or any such action of the contractor or contractor's employee resulting in damage of thereby the contractor shall be liable to be penalized to extent of the assessed value of damage or the outturn lost.

15. RULES & REGULATIONS

The contractor shall abide by all rules and regulations of State & Central Government/ Local bodies in controlling the operational involved to carry out the work and indemnify the Government and employees of the Govt. against all suits, losses, demands, actions, judgments, and cost of every kind of resulting from the conduct of the contractor and his employees in violations of said rules and regulations.

16. OBLIGATION TOWARDS CONTEMPORARY CONTRACTORS

The contractor shall take into consideration the needs and requirements of other contractors working in the project or nearby during the tender of his contract, and shall neither take nor cause to be taken any steps or action that may cause descriptions disturbances to their works, labour or arrangements etc.

Any action by the contractor which Engineer-in-Charge in his unquestioned discretion may consider as infringement the above shall be considered as breach of the contract and the Engineer-in-Charge may take such caution against the contractor as he may deem fit.

17. ARCHEOLOGICAL FINDINGS

The contractor shall deliver to the Engineer-in-Charge all articles of archeological importance as and when / those are found in course of execution.

Contractor

Block Development Officer
 Block Development Officer, District, Koraput



18. SUSPENSION OF WORK

The Engineer - in-charge may from time to time by written orders without in any way violation the contract direct the contractor to suspend the work or any part thereof any time and the contractor after receiving such written order shall be not proceed with the works or item thereof ordered to be suspend until he receive a written notice or authority from the Engineer - in-charge to proceed with the said work again. Should the works to be ordered to be suspended or suspended directly in the interest of safely of the work due to act of god, force majeure, war or indirectly as a result of the contract in respect of the locality of materials, workman ship programme of execution the order of execution etc. The contractor shall not be entitled to claim any compensation or any loss to him directly or indirectly. During the period of suspension of work the contractor shall properly protect and secure the work materials and machinery in all respect at his own cost and risk.

19. PROGRAMME & PROGRESS

The contractor shall carry out the work in conformity to clause 2 to F-2 contract.

20. PRECAUTIONS AND SAFETY MEASURES

(Natural calamities and other cases)

The contractor at his own cost and risk shall take precautions to protect the work from damages due to rains, flood, cyclone, fire or any by any other natural calamity public agitation or riots and etc. and also make good such damages, if any at his own cost during the period of execution and till the work is taken over by the department. The contractor shall not pay any compensation for the expenditure towards losses due to idle labour or due to idle machinery on account of the above reasons.

Accumulation of silt or any foreign materials are to be cleared by the contractor at his own cost during course of execution and till the work is completely taken over by the department. The rates quoted by the contractor should be inclusive of all such contingencies.

The contractor is responsible for and is to make good all injuries, damage, and repair occasioned or rendered necessary to the same by fair or accident or other causes and he is to hold the Government

of Odisha or of his employees free from any claims for injuries to persons or for structural damages to property due to neglect or default or want to proper care or misconduct on part of the contractor or of any of his employee during the execution of work. The contractor shall provide necessary fencing and light at his own cost to protect the public and property against accident. The contractor shall also take all precautions and safety measures prescribed by ISI, Central Government, State Government, local Administration with its day to day amendments, if any. The contractor shall be responsible for all accidents which may arise from whatsoever causes it may arise and the contractor is required to meet expenses, decrease, claims, damages, and compensation due to such accident(s) at his own cost.

The contractor shall without prejudice to any other liability pay Rs.100/- (One Hundred) per day to Government for each day of default for his failure to comply with the provisions of the safety manual (N.O.C.W & P.C.86)

21. PRICE PREFERENCE

Concession and price to M/s Orissa Construction Corporation Ltd, Scheduled Caste and Scheduled Tribe contractors, engineers, and others shall be considered as per rules in vogue.

22. ADDITIONAL SHIFT

The contractor shall arrange adequate lighting for night shifts at his own cost whenever necessary to suit the construction programme.

23. TOOLS, PLANTS & MACHINARIES

Ordinary no tools or plants and machinery or equipment will be hired to the contractor. The contractor will at his own cost arrange necessary tools, plants and machineries required for the efficient execution of work and the rates quoted should be inclusive of such charges. The department may lend on hire some machinery for use in the work with recovery of hire charges subject to their availability on terms and conditions as per rules in vogue which can be seen in office of the Block Development Office.

The Block Development Officer has full right to withdraw the departmental machinery at any time from the contractor for any work or for any other reasons and the contractor shall not be paid any other compensation or losses due to withdrawal of the machine. It is hereby expressly provided that on the plea of

Contractor

Block Development Officer
 Block Development Office, Dist. Koraput



non-supply of machineries the work should not be delayed. Any compensation on such account is not tenable.

24. STOCK MATERIALS

The contractor shall place firm intends of materials to be supplied by the department for his monthly requirements the block Development Officer of the work at least three months in advance.

Besides the materials specified in the schedule annexed at ANNEXURE – 1 the department reserves the right to supply departmental materials at the prevailing stock issue rate at departmental store and materials received from the work during execution and / or materials available from nearby reaches at schedule of rate for bonafied use in work and the contractor is bound to use those materials without any controversy or dispute and the contractor is not entitled to claim any compensation or loses for any decrease in quantity. It should also be clearly understood that the department may stop issue of materials at any time and the contractor shall not pad any compensation or losses or profit the contractor(s) would have derived had the departmental material been issued. The contractor is also responsible to make his own arrangements and procure materials been issued. The contractor is also responsible to make his own arrangements and procure materials after obtaining written approval of the Block Development Officer as and when there is deficit of such materials in departmental stores. Materials procured by contractor are subjected to verification and quality control tests at the cost and risk of contractor before use in work, carriage of materials to work site is the reasonability of the contractor at his own cost. Loading, Unloading, rehandling, if necessary transport charges to the work from departmental store, rent or cost of construction of storage godown, watch and ward during storage are to be borne by the contractor.

The contractor shall arrange at his own cost at the work site for the proper storage, watch and ward for materials, plants and machineries made over to him and he will be the custodian of the Government property so issued. The Engineer-in-charge is at liberty to refuse issue of materials from store of contractor if storage arrangements of contractor are not satisfactory. The Engineer-in-charge has the liberty to issue on basis of daily requirement.

The contractor will be responsible for the loss or damage of any departmental materials or machinery during transit or during execution of the work which are under custody. The cost of such materials will be recovered from the contractor at stock issue rate (hereafter called issue rate) plus 10percent supervision charges or at market rates whichever I higher. The contractor in addition to any other liability civil or criminal rising out of his contract be liable to pay the penalty equivalent to five times the price (price means issue rate or market rate whichever is higher) of the materials or machinery for removal of any materials from work with a view to dispose of the same dishonestly.

Engineer-in-charge or Block Development Officer of work or representative authorized shall have full right to verify the stores supplied by the departmental at any time.

Empty cement gunny/polythine bags shall be returned in good conditions at the department store, failing which the cost of the same at the rate of Rs 4.00 per gunny bag shall be recovered from the contractor.

Empty tar/ paint drums shall be returned in good conditions at the department store, failing which the cost of the same at the rate of Rs.200.00 per drum bag shall be recovered from the contractor. Surplus materials not required for the work shall be returned by the contractor at the departmental store at his cost and risk failing which the cost shall be recovered from the contractor at five times of stock issue rate of the department or at the market price of materials whichever is higher. The contractor shall be credited with the issue rate originally issued minus depreciation due to deterioration or damages as shall be fixed by the Engineer-in-charge. Incase of dispute the decision of the PD, DRDA shall be final.

25. LABOUR AMENITIES / REGISTRATION

The contractor shall provide at his own cost housing accommodation, labour amenities, drinking water supply, sanitation, medical aid, foot wear in cement concrete work and or black topping works and other facilities to labourers engaged on the work as required under labour laws and regulations. He shall abide by "THE FAIR EAGE CLAUSE, ODISHA P.W.D./ ELECTRICITY DEPARTMENT CONTRACTORS LABOUR REGULATIONS" and amendment if any during the contract period. The contractor shall be liable to fully indemnify for payment of compensation under workmen's compensation Act and the department reserves the right to recover the compensation, if any those not paid.

The contractor shall have to be got registered with the labour department for engagement of labourers as per rules in vogue.

The contractor will have to submit the Engineer-in-charge monthly return both skilled and unskilled labourers employed by him for the work.

Contractor

Block Development Officer
Bargarh District, Odisha
10/10/22



26. LABOUR

The contractor is required to employ local labour. The contractor will have to also import necessary skilled and unskilled labourers from outside as and when it is so required and the contractor item rats in tender be deemed to have adequate coverage on account of import and employment of required labourers and providing facilities and amenities to them.

27. CONTRACTOR'S REPRESENTATIVE & POWER OF ATTORNEY HOLDER

The contractor under written intimation to the Engineer-in-charge shall employ and authorized at least one representative sufficiently technically qualified or otherwise competent experienced and well-versed in all aspects of the work in order to carry out and supervise the work at the site for and on behalf of the contractor. The said representative shall have full power to enter in to negotiation at site in regard to the implementation of the contract.

It is the sole responsible of the contractor on the act(s) of power of attorney holder/ or his agent. The contractor is also responsible to see that all departmental officers and staff in charge of work receive intimation in writings and when the power of attorney is revoked or the representative is withdrawn.

The Block Development Officer may require the contractor to dismiss or discharge or remove any person employed by the contractor in the work due to the misconduct or incompetency or otherwise whose presence at work site is considered to be harmful and the contractor is to comply forthwith such requirements.

28(A). TECHNICAL HANDS AND APPRENTICES:

The contractor shall employ requisite number of engineering Graduate, Diploma Holders and apprentices at his own cost for proper supervision and quality control and the number of such personal shall not be less than the numbers prescribed.

28(B). NEW CLAUSE:

Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the state Odisha. Likewise 'A' class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to the state Odisha.

The contractor shall to the Engineering personnel monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under state Government of Odisha. The Chief Engineer, Roads Odisha however assist the contractor with names of such unemployed Graduate Engineers and Diploma Holders, if such help is sought for by contractor.

The names of such Engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with each tender as to who would be supervising the work.

Each bill of Special class or 'A' class of Contractor shall be accompanied by an Employment tool of the Engineering personnel together with a certificate of Graduate Engineer or Diploma Holder so employed by the contractor to the effect that the work executed as per the bill has been supervised by him.

29. SPECIFICATIONS & DRAWINGS :

The work has to be carried out in accordance with detailed specification of work and / or Odisha detailed slandered specifications and, / or Indian standards specifications and/or instructions and specifications supplied in writing during execution of work by the Engineer-in-charge. The decision of the Engineer-in-charge in this regard is final.

Signed drawings shall not be an order for work; unless it is entered in the agreement or schedule of drawings under proper attention of the contractor and the Engineer-in-charge or unless it has been sent to the contractor by the Engineer-in-charge with covering letter confirming that the drawing is an authority for work in the contract.

30. BLASTING & PROCEDURE :

Blasting where required shall be taken up only when proper precautions have been taken for the protection of persons and property in accordance with IS 4081-1967 safety code for Blasting and related drilling operations. Blasting shall be carried out only licensed person thoroughly cover sent with the working methods and precautions to be observed in using and handling explosives. To avoid the danger of injury from flying debries all personnel in a blasting area shall retreat an adequate cover while carrying out execution. Adequate precautions in accordance with IS 3764-1966 (Safety code for Excavation work) shall be taken for the safety of workers.

Contractor

Block Development Officer
Boppariguda

**31. QUARRY, APPROACH ROAD & ETC.**

The tenderer should get fully acquainted with the site of work, the quarries, approach roads and other local conditions before tendering and should make himself fully satisfied with regard to the quantity and quality of materials available. The contractor's rate shall be inclusive of cost of materials, all taxes, royalty, cost and erection of plants, conveyance including loading, unloading, rehandling, cost of operating personnel, running maintenance and depreciation of transport vehicles and plant and leads, lifts delifts, rehandling an etc.

The contractor shall have to arrange quarries of forest and / or Revenue Department at his own cost.

If any stage of construction quarries becomes un-approachable or unsuitable for the work then the contractor is to obtain materials from other suitable quarries duly approved by the Engineer-in-charge.

32. CONTRACTOR DYING, BECOMING INSOLVENT, INSANE OR IMPRISONED

If the event of death or insanity of contractor, the contract may be terminated by notice in writing pasted at the site and advertised in one issue of local newspapers. All acceptable works shall thereafter be paid at appropriate rates after recovering all the contractor's dues to Government, to the persons entitled to receive and give a discharge for such payment.

If the contractor is imprisoned, becomes insolvent, compound with his creditors has receiving order made against him or carries on business under a receiver for the benefit of the creditors or any of them, or being a partnership firm becomes dissolved, or being a corporation goes into liquidation or

Commence to wound up not being a voluntary winding up for the purpose. Only for amalgamation, the Department shall be at liberty:-

- a) To give such liquidator, receiver, or more other person in whom the contract may become vested the option of carrying out the contract or apportion thereof to be determined by the Department, subject to his providing an appropriate guarantee for the performance of such contractor.
- b) To terminate the contract forthwith by notice in writing to the contractor, the liquidator the receiver or person in whom the contract may become vested and take further action as provided in the clause " default by Contractor" treating as if this termination is ordered under that clause.

33. FORECLOSURE OF WORKS BY GOVERNMENT

If any time after award of the contract the Govt. for any reason whatsoever does not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor. The contractor shall not have blame to any compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of such works.

Thereupon, the contractor shall be paid at contract rates for works executed and in reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be fully utilized on the work because of the foreclosure.

- a) Preliminary site work such as temporary access roads, temporary labour huts, staff quarters and the site offices, storage accommodation and water storage, tanks.
- b) Contractor's materials either brought to site or for which the contractor is legally bound to accept delivery from the suppliers provided, however that quantities of such materials are not in exceeds of reasonable requirements of works. The decision of the Engineer-in-charge in respect of reasonable quantity required for works will be final and conclusive. If the Contractor wishes to take away sum of materials the Engineer-in-charge may permit him to do so.
- c) Materials supplied by Government except for normal wastage shall be returned at rates at which these were originally issued less allowance for and deterioration or damage, which may be caused while those materials were in the custody of the contractor. The contractor shall also be paid the cost of transporting such materials from Government stores to site and from the site to Government stores, as the case may be.
- d) Transporting of Contractor's tools and plants from the contractor's permanent stores to site from the site of the contractor's permanent stores.
- e) Mobilization and reparation of contractor's site staff and imported labour.

The contractor shall, if required by the Engineer-in-charge, furnish him books of account and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

Contractor


Block Development Officer
Boipariguda, Dist: Koraput

Block Development Officer, Boipariguda



34. SETTLEMENT OF DISPUTES

If the contractor consider any work demanded of him to outside the requirement of contract or considers any drawings, record or ruling of the Block Development Officer any matter in connection with or arising out of contract of the carrying out of work to be unacceptable he shall promptly ask the PD, DRDA in writing for instructions or decision. There upon the PD, DRDA may afford an opportunity to the contractor to be heard and to offer evidence within fortnight and give his written instructions or decision within a period of thirty days from the date of hearing. Upon receipt of written instructions or decision the contractor shall promptly proceed without delay to comply with such instructions or decision. If the PD; DRDA does not give his instructions or decision in writing within a period of forty five days of receipt of the appeal or if the contractor is classified with the decision of PD; DRDA may within one week appeal to Collector offering the evidence in support of his appeal failing which the decision of PD; DRDA is final. The collector shall give his decision within period of thirty days after the contractor has given the said evidence in support of his appeal. If the Collector does not give decision within a period of 45 days of if the contractor is dis-satisfied with the decision of the Collector, the contractor with in a period of a week from receipt of decision or after 45 days shall refer the dispute to Government in PR Department failing which the said decision shall final and conclusive. The decision of Government in PR Department is final and binding.

35. COURT OF JURISDICTION

That the purpose of jurisdiction in the dispute, if any, the contractor should be deemed to have been entered into within the state of Odisha and it is agreed that neither party to the contractor agreement will be competent to bring a suit in regard to the matters covered this contract at any place outside the state of Odisha.

36. ENTERING TO CONTRACT

The tenderer whose tender is accepted shall within ten days upon the written intimation being given to him make an initial security and the sign the agreement in PWD form No. F-2, schedule XLV, Form No. 61, along with production and supply of necessary documents for the due fulfillment of the contract in the office of the Block Development Officer. The security deposit together with the earnest money should be taken as the security deposit for the fulfillment of the contract. Failure to enter into the requires agreement or to deposit the security money within stipulated period shall entail forfeiture of the earnest money as mentioned under para 2 will be recovered from the fixed deposit.

37. LAYOUT

The contractor is supply at his cost necessary labour and materials for mixing platforms, vat and labour for reference i.e. bench mark pillars, alignment pillars, pegs, string labour for benching and leveling etc. necessary for the purpose of alignment laying profiling and checking the work from time to time and maintain the same in the perfect condition at his cost and risk till final measurements a final check measurement. Pillars required for layout will be supplied by department free of cost at department store yard it shall be noted that the checking shall not absolve contractor of his own responsibility of maintaining the accuracy of work. The contractor shall be reasonable for true and proper setting out of work for correctness of levels, dimensions block outs alignments of all parts of the work and for the provision of all necessary application in connection there with done by him or by his men from these reference points. The contractor shall ask for omission or mistake if any writing failing consequent mistakes omissions shall made good at the cost and risk of the contractor.

38. SITE ORDER BOOK

The site order book numbered and rectified with pages serial number shall be issued by the Block Development Officer. The section Officer shall maintain it systematically and carefully as measurement book for the work till completion of the work and thereafter it to the Block office for record. The order book shall be available with section officer at the site during working hours. Order regarding the work as and when necessary entered in this book by the Block Development Officer or his superiors in office and instructions defective work etc. If any entered by Sub-ordinate Officers not below the section Officer in charge of work with their dated and signature in exercising of statutory powers vested on them either noted by contractor or his agent shall deemed to have been issued by the Engineer for the purpose of the contract. Copy of extract of these orders or instructions are to be supplied up to next immediate superior officer who has recorded.

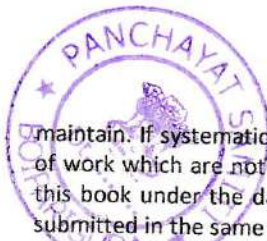
39. CLAIM BOOK

The claim book numbered and certified with pages serially numbered shall be issued by the Block Development Officer to the contractor or receipt of written requisition from the contractor who shall

Contractor

Block Development Officer, Bargarh, Odisha

[Handwritten signature]
 Block Development Officer, Bargarh, Odisha



maintain. It systematically and securely and shall record in it such item as would enable him to record items of work which are not covered in the contract and or clearable as extra claims shall be entered regularly in this book under the dated signature of the contractor or his authorized agent and extract copy should be submitted in the same days to the Engineer-in-charge. A certificate should also be furnished along with these claims to the effect that beyond the claims entered in the book the contractor have no further claims to record a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be definite and should give brief note o quantities, rate and the total amount claims. The contractor is responsible to submit the claim book regularly to the Block development Officer by the 15 day of each month for his orders and it should be clearly understood that claims not preferred in the aforesaid manner are liable to summarily rejected. The claim Book shall be finally surrendered by the Block Development Officer for record.

40. HANDING OVER SITE

The site shall be handed over to the land is acquired in case of delay in availability of land for the work or working spaces or stocking yard or spoil yard or borrow area no compensation whatsoever shall be admissible but extension of time will be considered on its merits.

41. MAINTENANCE OF WORK

The contractor shall maintain the work and all works concerned with the work in good and perfect condition up to six months from date of completion of the work. The contractor shall maintain the top surface of all embankments fairly level with addition of earth towards settlement. Should any damage be caused to the work or any other ancillary works by rains strips or similar other causes till six months from the date of completion, the contractor shall make good the damages at his own expenses as and when such damages occurred failing any defects shrink settlement or other faults which may appear within six months from the completion of work shall be made good at the cost of the contractor.

42. COMPLETION OF THE WORK AND CLARING SITE OF THE WORK

The Contractor shall inform in writing to the Block Development Officer immediately after he completed the work and the said intimation should reach the Block Development Officer within a week time from the of completion. However the work shall not be considered complete until such date as the Block Development Officer shall certify as the date on which the work competed after necessary rectifications of defects pointed out by Block Development Officer or his authorized agents are fully complied by the contractor to Block Development Officer's satisfaction. The contractor shall be responsible to make good at his own expenses defect(s) which may develop or may be notified before or after six months from certified date of completion by the Block Development Officer shall rectify the defects and the expenses there of is to be recovered from the contractor on the failure of the contractor to make good the defects. After the work is finished all surplus materials should be removed from the site of work. Preliminary works such as vats mixing platforms etc. should be dismantled and all materials removed from the site premises up to 30 meter from the working area all round. The said area should be left neat and clean dressed by the contractor at his own cost.

43. ADDRESS OF CONTRACTOR

The contractor shall give his full name and postal address. Any undelivered notice or instructions or communication to the contractor or to his authorized agent due to his/ their absence or to change of address or for refusal accept notified in the notice board of the concerned office shall be deemed to have the same force as if they have been served on the contractor. The contractor is responsible to forthwith notify and intimate in writing to department officer any change in address and otherwise the contract shall be deemed to have made necessary arrangements to remain in close watch to all such publication in the notice board of the department officers.

44. AMENDED SALES TAX CLAUSE

The rates quoted by the contractor shall be deemed to be inclusive Sales Tax on all the materials that he will have purchase for performance of this contract.

The rates quoted by the contractor in the tender for works shall include sales tax that may be levied on turnover of works contract according to the law and regulations as prevalent on date of opening of tenders. Subsequent rise or fall in the rate of sales tax during the currency of the contract shall be paid by or credited to the Government.

Sales Tax at the rate of 5(five) percent along with dues if any is to be deducted from each running account bill for the work in accordance with provisions under clause 4 of the Odisha Sales Tax ordinance 1986 or as amended from time to time.

Contractor

Block Development Officer
Bargarh, Distt. Koraput



45. CODAL PROVISIONS

The tenderer should be aware of the relevant provisions of OPWD code.

SPECIAL TERMS AND CONDITIONS

1. Bidders are required to furnish/submit "Bid Security Declaration" in lieu of bid security/EMD along with bid documents. Successful bidders are required to submit bid security/EMD of appropriate value in shape of deposit receipt in any Nationalized Bank /Scheduled Bank/ KisanVikasPatra/ National Savings Certificate /Post office time deposit duly pledged in favour of the Block Development Officer, Boipariguda, District-Koraput (Odisha) for the work along with the tender documents and no request for any type of adjustment of EMD from one work to another work shall be entertained.
2. Additional Performance Security shall be deposited by the successful bidders at the rate of 50% of (difference between estimated cost put to tender and bid amount) when the range of difference between the estimated cost put to tender and bid amount is from 5% and above and below 10%, 150% of (difference between estimated cost put to tender and bid amount) when the range of difference between the estimated cost put to tender and bid amount is from 10% and above. No additional performance security is to be deposited when the range of difference between the estimated cost put to tender and bid amount is below 5%. Additional Performance Security, if required, should be deposited in shape of NSC/KVP/TDR/STDR on any Nationalized Bank /Scheduled Bank duly pledged in favour of the Block Development Officer, Boipariguda, District-Koraput (Odisha)
3. The Additional Performance Security will be forfeited if the contractor fails to execute the work in complete shape within stipulated period.
4. Bids must be accompanied with "Bid Security Declaration" in lieu of bid security/EMD. The bidders are required to submit attested copies of valid Contractor Registration Certificate, PAN Card, GST Registration Certificate, VAT/GST Clearance Certificate, up-to-date GST return, up-to-date Income Tax return, Past performance Certificate (if any); otherwise his /her bid shall be declared as non-responsive thus will be liable for rejection. Bidders registered under other state Government / MES /Railways/ CPWD in the equivalent rank may participate in the tender work in the state, but successful bidder has to register under Public Works Department of State Government of Odisha before signing the agreement. The foreign companies / bidders from outside the state who intend to participate in the tender and who have not been registered under GST they have not started any business in the state as yet are allowed to participate in the tender subject to condition that they should submit undertaking in form of affidavit indicating there in that are not registered under GST they have not started any business in the state and they have no liability under the Act. But before award of the final contract such bidders will have to produce the VAT Clearance Certificate. For a particular work bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular work will be liable for rejection of all such tender, the bidder should produce the originals of above documents for verification if the authority desires at the time of opening/ scrutiny of tender papers.
5. In case of 1st lowest tenderer or even the next lowest tenderers withdraw in series one by one, there by facilitating a particular tenderer for award, then shall be penalized with adequate disincentives with forfeiture of EMD unless adequate justification for such back out is furnished. Appropriate action for black listing the bidders shall also be taken apart from disincentivising the tenderer.
6. The contractor is required to furnish evidence of ownership of principle machineries, equipment /instruments asked for in the tender documents.
 - a) In case the contractor executing several works he/she is required to furnish a time schedule for movement of equipment machinery i.e. from one site to work site when work is to be executed.
 - b) The contractor shall furnish ownership documents for those machineries/instruments which he/she is planning to deploy for the tendered work if these are not engaged or produce certificate from Block Development Officer under whom these are deployed at time of tendering time as to the period by which machineries / instruments are likely to be released from the present contract, Certificate from Block Development Officer shall not be more than 60 days old on last date of receipt of tender (Format of certificate at Annexure -IV). In case the contractor executing several works he is required to furnish a time schedule for movement of equipment/machineries from one site to work site when work is to be executed.
 - c) Contractors are not required to write their name on the outer cover containing the bid documents. They are only required to write the name of the work and authority who had issued the tender.
 - d) The bidders are required to write the rates quoted by him both in figures and words.
7. An affidavit shall be furnished by the contractor at the time of submission of tender papers as to the authentication of documents submitted.
8. The tenderer who has failed to execute the F-2 contract/left the work unexecuted or whose contract, the department previously has rescinded will not be considered for acceptance of tender in his favour.
9. The EMD will be forfeited if the contractor failed to sign the agreement after acceptance of tender with in

Contractor

Block Development Officer, Boipariguda,
Boipariguda, Dist. Koraput



- stipulated period.
10. The plans, specifications, F-2 Form, etc. for the work can be seen in the office of the Block Development Officer, Boipariguda, District Koraput (Odisha) during the office hours on working days. The Block Development Officer may be contacted for any further information.

CONDITIONS OF CONTRACT

Clause-1: All compensation or other sums of money payable by the contractor to Government under the terms of this contract may be deducted from or paid by, the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due or may become due to the contractor by Government on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by, sale or the security deposit or any part thereof.

Clause 2(a): The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the written order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract, be carried on with all due diligence (time being deemed to be of essence of the contract on the part of the contractor) and the contractor shall pay, as compensation, an amount equal to 1/2 percent on the amount of the estimated cost, if the whole work as shown by the tender for everyday that the work remains un commenced, or unfinished after the proper dates (The work should not be considered finished until such date as the Block Development Officer shall certify as the date on which the work is finished after necessary rectification of defects as pointed out by the Block Development Officer or his authorized agents, are fully complied with by the contractor to the Executive Engineer's satisfaction). And further, to ensure good progress during the execution of the work the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month, to complete one-fourth of the whole of the work before one fourth of the whole time allowed under the contract has elapsed, one half of the work, before one half of such time has elapsed, and three fourth of work before three fourths of such time has elapsed, in the events of the contractor failing to comply with the conditions, he shall be liable to pay as compensation an amount equal to one-third percent on the said estimated cost of the whole work for everyday that the due quantity of work remains incomplete. Provided always that the entire amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender,

(b) If there are possibilities of exceeding this compensation amount as mentioned in clause (a) 10% of the estimated cost, or in any case in which under any clause or clauses of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit in the hands of Government (whether paid in full at a time or deducted by installments) the Block Development Officer on behalf of the Governor of Odisha, shall have power to adopt any of the following courses, as he may deem best suited to the interest of the Government.

- i) To rescind the contract (of which rescission notice in writing to the contractor under the hands of the Block Development Officer shall be conclusive evidence) 20% of the value of left over work will be realized from the contractor as penalty

In the Event of any of above courses being adopted by the Block Development Officer the contractor shall no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials, or entered in to any engagements, or made any evidences on account or with a view to the execution of the work performance of the contract .And in case the contract shall be rescinded under the provision aforesaid the contractor shall not be entitled to recover or paid any sum for any work thereto for actually performed under this contract ,unless and until the Block Development Officer shall have certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

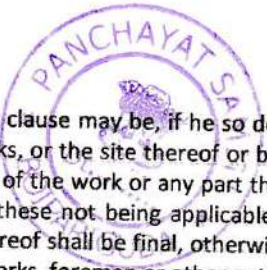
Amendment to clause 2(b) of item rate F2 Agreement vide Works Department Order No 10639 Dt 25.7.2005

- ii) Security deposit of the contractor shall be refunded only one year after the date of completion of the work provided the final bill has been paid and defects, if any rectified.

Clause - 3: In any case in which any of the powers conferred upon the Block Development Officer by clause 2 thereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions here of and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor of which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected; in the event of the B.D.O. putting in force the powers vested on him under

Contractor

Block Development Officer
Boipariguda, Dist. Koraput



the preceding clause may be, if he so desires, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the Contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in the account at the contract rates, or in case of these not being applicable, at current market rates to be certified by the Executive Engineer whose certificate thereof shall be final, otherwise the Executive Engineer may be noticed in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plants, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition, the Block Development Officer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects, and the certificate of the Block Development Officer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause - 4 : If the contractor shall desire an extension of the time for completion of the work, on the ground of his having been unavoidably hindered in its execution or any other ground, he shall apply in writing to the Block Development Officer within 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and, the Block Development Officer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may in his opinion be necessary or proper.

The Block Development Officer shall at the same time inform the contractor whether he claims compensation for delay.

Clause - 5 - On completion of the work, the contractor shall be furnished with a certificate by the Executive Engineer (hereinafter called the Engineer-in-charge) of such completion, but no such certificate be given nor shall the work be considered to be completed until the contractor shall have removed from the area of the premises (to be distinctly marked by the Executive Engineer in the site plan) on which the work shall be executed all scaffolding surplus materials and rubbish, and cleared off the dirt from all wood-work, doors, windows, walls, floors or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Officer of the Department of Water Resources in accordance with the rules of the department whose measurements shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffoldings surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shall forthwith pay the amount of all expenses incurred and shall have no claim in respect of any such scaffolding or surplus materials; as aforesaid except for any sum actually realized by the sale thereof.

Sub-Clause to Clause - 5: If in the opinion of the Engineer-in-charge which shall be final and binding on the contractor occupation or utilization of a portion of the work completed is no way interferes with the progress of the rest of the work the same may be occupied or utilized by on behalf of the Government under the written order of the Engineer-in-Charge. This will not impede the right of the Engineer-in-charge to get the defects if any rectified by the contractor at his (Contractors) own cost within one year from the date of completion of the whole work provided that the contractor will not be allowed any concession either in the shape of extension of stipulated period or any other monetary compensation on account of such occupation or use.

Clause - 6: A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month and the Engineer-in-Charge or his subordinate shall take the requisite measurement for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge or his subordinate shall measure up the said work in the presence of the contractor whose countersignature to the measurement list will be sufficient warrant, and the Engineer-in-charge or his subordinate shall prepare a bill from such list which shall be binding on the contractor in all respects. Provided that, if any balance of the 10% security is outstanding from each such payment shall be deducted so much, not exceeding 5% as may be necessary to make up the balance of the security. All such intermediate payments to the contractor shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance to the contract or any part thereof in any respect, or the accrual of any claim nor shall it conclude, determine, or effect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement or adjustment of the accounts or otherwise, or in any other way vary or effect the contract.

Contractor

Block Development Officer
Bijanguda, Dist. Koraput



Clause-7: The final bill shall be prepared by the officers of the Department of Water Resources in accordance with the rules of the Department in the presence of the contractor within one month of the date fixed for completion of the work.

Clause - 8: If the specification or estimate of the work provides for the use of any special description of materials to be supplied from the Engineer-in-Charge's store, or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-Charge under the conditions of this contract (such materials and stores and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract are specified in the schedule or memorandum hereto annexed) the contractor shall be supplied with such materials and stores noted in the annexed schedule as are required from time to time to be used by him for the purposes of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule may be set off or deducted from any sums then, due or thereafter to become due to the contractor under the contract or otherwise, or against or from the security deposit, or the proceeds of sale thereof if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government and shall not on any account be removed from the site of the work and shall at all times be open to inspection by the Engineer-in-Charge. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-Charge's store, at the prevailing market rate or at the issue rate whichever is less if by a notice in writing under his hand he shall so require, but the contractor shall not be entitled to return any such materials unless with such consent, and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause - 8(a): "If a contractor removes any materials or stock so supplied to him from the site of the work in contravention of the provision of this clause with a view to dispose of the same dishonestly, he shall, in addition to any other liability, civil or criminal arising out of this contract be liable to pay a penalty equivalent to five times the price of the said materials or stock, according to the stipulated rate. The penalty so imposed shall be recoverable from any sum that be then or at any time thereafter may become due to the contractor, or from his security deposit, or the proceeds of sale thereof".

Clause - 8(b): Owing to difficulty in obtaining certain materials in the open market the Government have undertaken to supply materials specified in the schedule hereto annexed. There may be delay in obtaining materials by the Department and the contractor is therefore required to keep himself in touch with the day to day position regarding the supply of materials from the Engineer-in-Charge and to so adjust the progress of the work that their labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no monetary claim whatsoever shall be entertained by the Government on account of delay in supplying materials. However, extensions of time for completion of work can be granted on timely application by the contractor vide also Clause-4.

Clause - 9: The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his office, and to which the contractor shall be entitled to have access at such office, for the purpose of inspection during office hour and the contractor shall, if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.

Clause -10: The Engineer-in-Charge shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to him necessary and advisable during the progress of work and the contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. The time for the completion of the work shall be extended in the proportion that the additional work differs to the original contract work and the certificate of the Engineer-in-Charge shall be conclusive as to, such proportion. And if the additional work includes any class of work, for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the sanctioned schedule of rates of the locality during the period when the work is being carried on and if such last mentioned class of work is not entered in the schedule of rates of the district, then the contractor

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shall within seven days of the date of his receipt of the order to carry out the work inform the Engineer-in-Charge of the rate which it is his intention to charge for such class of work, and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable.

No deviations from the specification stipulated in the contract nor additional items of work shall ordinarily be carried out by the contractor, nor shall any altered, additional or substituted work be carried out by him, unless the rates of the substituted, altered or additional items have been approved and fixed in writing by the Engineer-in-Charge. The contractor shall be bound to submit his claim for any additional work done during any month on or before the 15th day of the following month accompanied by a copy of the order in writing of the Engineer-in-Charge for the additional work and that the contractor shall not be entitled to any payment in respect of such additional work if he fails to submit his claim within the aforesaid period.

Provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rates as shall be fixed by the Engineer-in-Charge. In the event of a dispute, the decision of the PD; DRDA will be final.

Clause - 11: If at any time after the commencement of the work the Governor of Odisha shall for any reason whatsoever not required the whole thereof as specified in the tender to be carried out the Engineer-in-Charge shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instruction which shall involve any curtailment of the work as originally contemplated.

Clause -12: If it shall appear to the Engineer-in-charge or his sub-ordinate-in-charge of the work, that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor, shall on demand in writing from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days, while his failure to do so shall continue and in the case of any such failure the Engineer - in -charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Clause - 13: All works under or in course of execution or executed in pursuance of the contract shall at all times be opened to the inspection and supervision of the Engineer - in-charge and his subordinates and the contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer -in-charge or his subordinates to visit the works shall have been given to the contractor either himself be present to receive orders and instruction, or have a responsible agent duly accredited in writing present for that purposes. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause -14: The contractor shall give not less than five days' notice in writing to Engineer-in-charge or his subordinate -in charge of the work before covering up or otherwise placing beyond the reach of measurement of any work in order that the same may be measured and correct dimensions thereof be taken before the same is so covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, any work without the consent in writing of the Engineer in charge or his subordinate - in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained the same shall be uncovered at the contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Clause -15: If the contractor or his work people, or servants shall break, deface injure or destroy any part of a building in which they may be working or any building, road, fence, enclosure or grass land or cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress due to any cause what so ever or any imperfection became apparent in it within one year from the date of final certificate of its completion shall have been given by the Engineer-in Charge, as aforesaid the

Contractor

Block Development Officer, Baramulla
Baramulla, District Baramulla



contractor shall make the same good at his own expenses or in default the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final) from any sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof and the contractor shall be liable to pay any part of the expenses not so recovered by the Engineer-in-charge.

Clause -16: The contractor shall supply at his own cost all materials (except such special materials, if any as may in accordance with the contract be supplied from the Engineer -in -charge's store), Plant, tools, appliances, Implements, ladders, cordage, tackle scaffolding and temporary works requisite or open for the proper execution of the work whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract referred to in these conditions or not to which may be necessary for the purpose of satisfying or complying with the requirement of the Engineer-in Charge as to any matter as to which under this conditions he is entitled to be satisfied which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement of examination at any time and from time to time of the work or the materials. Failing him so doing the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be adjusted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought any person for injury sustained owing to neglect of the above precautions, and to pay damages and cost which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause -17(a): No female labourer shall be employed within the limits of a cantonment. The contractor shall not employ for the purpose of this contract any person who is below the age of twelve years, and shall pay to each labourer for the work done by such labourer, wages not less than the wages paid for similar work in the neighborhood. The Executive Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labourer for the work done by such labourer is less than the wages paid for similar work in the neighborhood.

The Executive Engineer shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages paid for similar work in the neighborhood.

The officer-in-charge of the work shall have the right to decide whether any labourer employed by the contractor is below the age of twelve years and to refuse to allow any labourer whom he decides to be below the age of twelve years to be employed by the contractor.

Clause -17(b): The contractor shall, if so required by the Engineer-in-charge, employ one or more Engineering Graduates or Diploma Holders as apprentices at his own cost if the cost of work as shown in the tender exceeds Rs.2,50,000/-. The apprentices will be selected by the Chief Engineer. The period of employment will commence within one month after the date of work order and would last till the date when 90 % of the work is completed. The stipend to be paid to the apprentices should not be less than Rs.2000/- per month in case of Graduate Engineer and not less than Rs. 1800/- per month in case of Diploma Holder. The number of apprentices to be employed should be fixed by the Chief Engineer in a manner so that the total expenditure does not exceed 1 % of the tendered cost of the work.

Clause -17(c): Super/Special class contractor shall employ under him one Graduate Engineer and two Diploma Holders belonging to the state of Orissa. Likewise "A" class contractor shall employ under him one Graduate Engineer or two Diploma Holders belonging to the State of Orissa. Such class of contractors executing civil works, electrical works etc., shall employ under them the technical staff as specified above belonging to the respective disciplines for supervision of their works. The employment of Graduate Engineers and Diploma Holders under the contract shall be full time and continuous and they should not be superannuated, retired, dismissed or removed personnel from any state govt. or central govt. service / public sector undertakings/private companies and firms or be ineligible for appointment to govt. service. The contractor shall pay them monthly emoluments which shall not be less than the emoluments of the personnel of equivalent qualification employed under the State Govt. of Orissa. The Chief Engineer (Roads), Orissa may however assist the contractor with names of such unemployed Graduate Engineers or Diploma Holders if such help is sought for by the contractor. The names of such engineering personnel appointed by the contractor should be intimated to the tender receiving authority along with the tender as to who would be supervising the work.

Each bill of the special class or "A" class contractor shall be accompanied by an employment roll of the engineering personnel together with a certificate of the Graduate Engineers or Diploma Holders so employed by the

Contractor

Block Development Officer, Belparguda,
Belparguda, Dist. Sripur



contractor to the effect that the work executed as per the bill has been supervised by him / them.

Clause - 18: The contract shall not be assigned or sublet without the written approval of the Executive Engineer and if the contractor shall assign or sublet his contract or attempt to do so or become insolvent or commence any insolvency, proceedings or make any composition with his creditor or attempt to do so or if any bribe, gratuity, gift, loan, perquisite reward, or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or persons in the employment of Government in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Executive Engineer may there upon by notice in writing rescind the contract and the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if he contract had been rescinded under the clause 2 hereof, and in addition the contractor, shall not be entitled to recover or be paid for any work thereto for actually performed under the contract.

Clause - 19: All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause - 20: in the case of a tender by partners, any change in the constitution of the firm shall be forth with notified by the contractor to the Engineer-in-charge for his information.

In the case of failure to notify the change in the constitution within fifteen days the Engineer-in-charge may by notice in writing rescind the contracts and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under clause-2 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause - 21: All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Superintending Engineer of the Circle for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time carried on.

Clause - 22 : When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled for payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of measurement, the Engineer-in-charge may at his discretion pay the lump sum amounts entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause - 23: In the case of any class of work for which there is no such specification as is mentioned in the rule 1, such work shall be carried out in accordance with Circle specification and in the event of there being no circle specification, then in such case the work shall be carried out in all respect in accordance with the instructions and requirements of the Engineer-in-charge.

Clause - 24: The expression "work" or "works" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be construed, and taken to mean the works by or by virtue of the contract contracted to be executed, whether temporary or permanent, and whether original, altered, substituted or additional.

Clause - 25: Government shall be entitled to recover in full from the contractor any amount that the Government may be liable to pay under Workman's compensation Act VIII of 1923 to any workman employed in course of execution of any part of the work covered by this contract.

Clause - 26: That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the state of Odisha and it is agreed that neither party to the contract or of agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside the state of Odisha.

Clause - 27: The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structure if found defective in their opinion.

Contractor


Block Development Officer
Bapatguda, Dist: Koraput